

18th CONGRESS, }
1st Session.

[23]

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A STATEMENT OF THE SECRETARY OF WAR,

IN RELATION TO

Contracts

FOR

Cannon, Cannon Shot, Muskets, and other Small Arms,

WHICH HAVE BEEN ENTERED INTO SINCE 1st JANUARY, 1820.

Prepared in pursuance of a Resolution of the House of Representatives, of the
18th ultimo.

JANUARY 6, 1824.

Read, and ordered to lie upon the table.

WASHINGTON :

PRINTED BY GALES & SEATON

1824.

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PRESIDENT OF THE UNITED STATES

Washington, D. C.

January 1, 1900

TO THE PRESIDENT OF THE UNITED STATES

FROM THE SECRETARY OF THE INTERIOR

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Committed

It is the policy of the Department to

which have been entered into since January 1, 1900

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To the House of Representatives of the United States:

In compliance with a resolution of the House of Representatives, of the 18th of December last, requesting copies of contracts for cannon, cannon shot, muskets, and other small arms, which have been entered into since the 1st of January, 1820, and for other detailed information therein specified, I herewith transmit a report, with accompanying documents, from the Department of War.

JAMES MONROE.

Washington, 5th January, 1824.

DEPARTMENT OF WAR,

31st December, 1823.

SIR: In compliance with a resolution of the House of Representatives, of the 18th instant, "that the President of the United States be requested to communicate to this House copies of all contracts for cannon, cannon shot, muskets, and other small arms, for the use of the United States, which have been entered into since the 1st of January, 1820, and that he state whether notice for proposals was given for each contract in any newspaper, if so, in what paper, and how long before the contract was concluded; who are the persons with whom such contracts were made, and whether there are any other persons beneficially interested therein; if so, who they are, and in what cases, so far as he may be informed;" I have the honor to transmit a report and documents from the Ordnance Department, which furnish the information required.

I have the honor to be,

Your obedient servant,

J. C. CALHOUN.

The PRESIDENT of the United States.

ORDNANCE DEPARTMENT,

December 31st, 1823.

SIR: In compliance with the resolution of the House of Representatives, of the 18th instant, I have the honor to state, that no contracts for cannon or small arms, other than renewals of old contracts, have been made through this Department, since the 1st of January 1820. Since that date, the following renewals have taken place, viz:

M'Clurgs & M'Knight	for Cannon,	entered into	3d Feb. 1821
Henry Deringer	" Rifles,	"	3d April, 1821
M. T. Wickham	" Muskets	"	19th July, 1822
Eli Whitney	" Do.	"	1st Aug. 1822
Do.	" Do.	"	15th Aug. 1822
Lemuel Pomeroy	" Do.	"	17th May, 1823
Henry Deringer	" Rifles,	"	28th Aug. 1823
Asa Waters	" Muskets,	"	16th Oct. 1823
M. T. Wickham	" Do.	"	6th Dec. 1823
Nathan Starr	" Rifles,	"	9th Dec. 1823
R. & J. D. Johnson	" Do.	"	10th Dec. 1823
Simeon North	" Do.	"	10th Dec. 1823

Copies of these renewed agreements are herewith communicated.

It may be proper to remark, that the contract with Alexander M'Rae of Virginia, made on the 28th of July, 1817, under the direction of the Acting Secretary of War, George Graham, has been, with the consent of the Department, transferred to John Rogers and Brooke Evans of Pennsylvania. The Contractor having failed to deliver arms, according to the terms of his contract, a suit was instituted against him and his sureties, in July, 1820. Pending the suit, he made a proposition to transfer his interest to the parties mentioned, who offered to fulfil the contract, according to its original terms, and without loss to the Government.

The solvency of the contractor and his sureties being considered doubtful, and the parties who offered to substitute themselves for him, being already extensively engaged in manufactories, were considered entirely competent to fulfil the contracts. The transfer was therefore assented to on the part of Government, and the suit was suspended; but without releasing the contractor and his sureties from their obligations. A copy of the agreement, transferring this contract, is communicated herewith.

Under this agreement, five thousand seven hundred and thirty muskets, of approved quality, have been delivered, and no doubt is entertained of its being satisfactorily fulfilled within a short period.

Notice for proposals has not been given in the newspapers, for these contracts, as they were all renewals of former contracts, made with persons who were at the time engaged in the business of manufacturing arms for the United States, and who have been thus engaged for many years past, some of them since the year 1793. It

has been the general practice to renew the contracts for small arms in all cases where the former contract had been satisfactorily executed, provided the terms offered were as favorable as could be obtained from other persons. Assurances to this effect, were given, when the first contracts were entered into, and they doubtless formed strong inducements to the contractors to embark in the business. Without such inducements, contracts upon reasonable terms could not have been obtained; because the United States were the only customers the contractors could have; and mere temporary engagements would not indemnify the expenses of providing the requisite machinery and tools, amounting generally, to twenty or thirty thousand dollars, and which, for any other purpose, would be useless.

Much difficulty was experienced in establishing the manufactory of small arms. In 1798, when the first attempt was made, there were but few persons in the country acquainted with the business; and but one of those (Mr. Whitney, of Connecticut,) who embarked in it, succeeded; all the rest, were either ruined by the attempt, or found the business so unprofitable and hazardous, as to induce them to relinquish it. In 1808, after the passage of the law, making a permanent appropriation, a renewed attempt was made, and many of the contractors who were then engaged in the business, have also failed. The steady support and patronage given by the Government since that time, to the contractors, whose skill, perseverance, and capital, saved them from an early failure, has resulted in the firm establishment of several manufactories of arms, and preserved to the country establishments of great importance to its security and defence.

These manufactories are now so well established, that their annual product could, in a short time, be doubled, should the exigencies of the country require it.

In renewing the contracts, the prices have been regulated by the cost of the arms at the National Armories. Within the last five years, the contract price of muskets has been reduced, from fourteen to twelve dollars; rifles, from seventeen to fourteen dollars and fifty cents; and cavalry sabres, from eight to five dollars each. And the arms now manufactured, are nearly equal in quality to those made at the National Armories, and greatly superior to those formerly made under contracts.

All the agreements recently entered into, refer to established regulations for the inspection of arms; which, therefore, virtually, become a part of them. It is considered proper, therefore, to annex a copy of them to the agreements herewith communicated.

With respect to the contract for cannon, it may be proper to remark, that it was made with persons, who had constructed works for the fabrication of cannon under contracts made during the late war. And that the supply was required to meet the demands of the Western States, for artillery, under the act for arming the militia.

This cannon foundry is the only one which has been established in the Western Country; and as the supply required was so limited,

no adequate inducement could be offered to other persons to establish a foundry for the purpose. It may be proper to add, that, if contracts for ordnance should be authorized, upon a scale adequate to the supply of the permanent fortifications, there is no doubt but that more favorable terms can be obtained, under an assurance of continued employment for a term of years.

In answer to that part of the resolution, which requires it to be stated "who are the persons with whom such contracts were made; and whether there are any other persons beneficially interested therein,"—I have the honor to state, that all the contracts herewith communicated, were made with the persons whose names are affixed to them, and that it is not known to this Department that any other persons are, in any manner, interested therein.

I have the honor to be, sir,

Very respectfully, your ob't serv't,

G. BOMFORD, *Lieut. Col.*

On Ordnance Duty.

Whereas, by articles of agreement made and concluded on the 6th day of January, 1821, by and between Alexander McRae, of the city of Richmond, and state of Virginia, of the one part, and John Rogers, of the city of Philadelphia, and state of Pennsylvania, of the other part, the said John Rogers hath, for certain causes and considerations, therein specified, covenanted and agreed, for himself and his legal representatives, with the said McRae and his legal representatives, well and truly to perform and to carry into full effect, upon the part of the said Alexander McRae, the agreement or contract heretofore, to wit: on the 28th day of July, 1817, entered into between the United States, (through the agency of George Bomford, Lieutenant Colonel of Ordnance,) of the one part, and the said Alexander McRae, of the other part, by which said agreement or contract the said Alexander McRae was to manufacture and to deliver to the United States ten thousand stands of arms, (muskets, bayonets, and ramrods, complete,) as in the said agreement particularly described, for the sum or price of fourteen dollars per stand, whereof two dollars and fifty cents per stand have been advanced by the United States to the said McRae; so that, upon manufacturing and delivering the said arms, there will remain due and payable, as in the said contract between the United States and the said McRae is more particularly set forth, the sum of eleven dollars and fifty cents per stand, only which sum the said Alexander McRae, as evidenced by his being a party to these presents, hath requested and authorized to be paid to the said Rogers, as, from time to time, he may be entitled to the

same, by manufacturing and delivering the arms aforesaid, in conformity to the said McRae's contract with the United States, or by delivering the same at the city of Philadelphia, as is hereinafter mentioned:

And whereas the said McRae hath requested, and the said United States, with the consent of the honorable the Secretary of War, and through the agency of the said Lieutenant Colonel George Bomford, have consented to accept an assignment of the said articles of agreement between the said Alexander McRae and the said John Rogers, as a collateral security, (but not to impair the force of any obligation or contract heretofore entered into by the said McRae with the United States, for the fulfilment of the said McRae's contract with the United States; which said articles of agreement between the said Alexander McRae and the said John Rogers, the said McRae hath accordingly assigned, and, by these presents, doth assign and transfer, to the United States, with full power and authority, in the event of the said Rogers's failing to perform the same, to institute an action on the same for the benefit of the said United States, in the name of the said McRae, or in any other manner which may be deemed more proper, for the purpose of indemnifying the United States for any damage they may sustain, by reason of the non-performance of the said agreement, and the consequent violation of the said McRae's contract with the United States; to which said assignment, so made, the said John Rogers hath assented, and doth hereby consent: and the said John Rogers having contracted, for a consideration good and valuable in law, with Brooke Evans, of the said city of Philadelphia, to unite with him in the performance of the said agreement with the said Alexander McRae, and the said Brooke Evans now consenting, in consideration of the premises, and for the consideration hereinafter mentioned, to unite with the said John Rogers in an agreement with the United States, to fulfil the said Rogers's contract, as the same hath been entered into with the said Alexander McRae, except as is hereinafter excepted, therefore the said John Rogers and Brooke Evans do hereby, for themselves and their legal representatives, with the consent of the honorable the Secretary of War, and through the agency of the said Lieutenant Colonel George Bomford, covenant and agree to and with the United States that they will manufacture and deliver to the United States the said ten thousand stands of arms, agreeably to the covenants contained in the articles of agreement aforesaid between the said John Rogers and the said Alexander McRae as aforesaid, save only that the said John Rogers and Brooke Evans, instead of delivering the said arms as stipulated in the said contract between the United States and Alexander McRae aforesaid, shall deliver the same in the city of Philadelphia; and, upon the making and delivery of the said arms in the said city, it is hereby understood and agreed, that payments shall be made to the said John Rogers of eleven dollars and fifty cents per stand, by the United States, for every stand of arms so manufactured and delivered, excepting only that there shall be a deduction from the said eleven dollars and

fifty cents per stand of so much as it would reasonably cost to transport each stand of arms as aforesaid, from the said city of Philadelphia to the United States' Arsenal on James River, near the city of Richmond aforesaid; which reasonable cost or freight shall be ascertained and fixed agreeably to the opinion thereof, which shall, upon strict and proper inquiry, be formed by the Quartermaster General of the United States.

It is distinctly understood, that the said arms are to be inspected, proved, and put up in boxes, in the manner and at the cost of the United States, as specified in the said contract entered into between the United States and the said McRae.

It is further understood and agreed upon between all the parties aforesaid, that this agreement, nor any part thereof, is not, in any manner, to discharge or impair any contract or obligation heretofore entered into by the said Alexander McRae, to manufacture and deliver the said ten thousand stands of arms, unless the agreement aforesaid of the said John Rogers and Brooke Evans be carried into full effect; but, in case of the full and faithful execution of their said agreement, by the said John Rogers and Brooke Evans, then, and in that case, the said agreement, between the said Alexander McRae and the United States, shall be regarded as fully performed, and discharged, upon the part of the said McRae.

In testimony whereof, the parties to these presents have interchangeably signed their names, and affixed their seals, this 21st day of March, 1821.

ALEX. McRAE,
JOHN ROGERS,
BROOKE EVANS.

Witness present as to the signature of A. McRae and J. Rogers,
JAMES T. ALEXANDER.

W. RIDDALL, as to A. McRae, John Rogers, and B. Evans.

This agreement, made this 3d day of February, A. D. 1821, between Lieut. Col. George Bomford, in the Ordnance service of the United States, with the consent and approbation of the Hon. John C. Calhoun, Secretary of War, of the one part, and Alexander M^cClurg, James M^cClurg, and William M^cKnight, of Pittsburgh, of the state of Pennsylvania, of the other part, witnesseth,

That the said M^cClurgs and M^cKnight, do engage to fabricate and deliver to the United States, under an act of Congress for arming and equipping the militia, within two years from this date, one hundred light six pounder cannon, and thirty twenty-four pounder howitzers, at the following rates or prices, viz: Light six pounders at eighty dollars each; and howitzers in the same proportion, according to the weights thereof; the drawings, patterns, and dimensions of the

different guns to be furnished by the United States' Ordnance Department.

It is agreed that the cannon herein mentioned shall be inspected, and proved, and delivered, at the United States arsenal near Pittsburgh, conformably to such regulations as have been, or may hereafter be, established by the Ordnance Department: the payment for said cannon to be made to the parties contracting, upon certificates being received at the Ordnance Office, of such inspection, proof, and delivery.

In witness whereof, the parties have hereunto set their hands, and affixed their seals, the day and year before written.

GEORGE BOMFORD,

Lieut. Col. of Ordnance.

M'CLURGS & M'KNIGHT, by
WILLIAM M'KNIGHT.

Witnesses,

JOHN MORTON,

J. T. ALEXANDER.

This agreement, made this 3d day of April, 1821, between Lieut. Colonel George Bomford, of Ordnance, in the service of the United States, acting by the direction of the Hon. John C. Calhoun, Secretary of War, and Henry Deringer, of Philadelphia, witnesseth,

First, That the said Henry Deringer covenants and agrees to manufacture, for the service of the United States, and to deliver at the arsenal of the United States, in the neighborhood of Philadelphia, two thousand rifles, of a quality and workmanship, in all their parts, equal to a standard pattern deposited in the Ordnance Office.

Second, It is agreed that the said rifles shall be proved and inspected by an officer to be appointed by the Ordnance Department, in parcels of five hundred at a time, or thereabouts, and that the expense of proving and inspecting the arms shall be defrayed by the United States; the inspection to be made at, or in the neighborhood of, Philadelphia.

Third, It is agreed that the price of the said rifles shall be fifteen dollars and fifty cents each, including bullet mould, charger, wiper, and ball-screw, payable after delivery of each parcel, on a proper certificate of inspection.

Fourth, It is agreed, that the rifles so to be delivered, shall be securely packed in good and sufficient cases, for transportation, each case being made to contain twenty rifles; a reasonable price to be allowed the said Henry Deringer for the expense of the cases.

Fifth, It is agreed, that a period of two years, from and after the fulfilment of his former contract, dated the 23d day of July, 1819, shall be allowed to the said Henry Deringer, for the completion of the work.

In witness whereof, the parties have hereunto set their hands and seals, the day and year first above written.

GEORGE BOMFORD,
Lieut. Col. of Ordnance.
HENRY DERINGER.

Sealed and delivered,
in presence of
T. G. RINGGOLD,
WILLIAM RIDDALL.

This agreement, made this 19th day of July, 1822, between George Bomford, Lieut. Col. of Artillery, on Ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part, and Marine T. Wickham, of Philadelphia, in the state of Pennsylvania, of the other part, witnesseth,

First, That the said Marine T. Wickham shall manufacture and deliver, for the military service of the United States, 5,000 stands of arms, with bayonets and ramrods, complete; at the rate of 2,000 stands in each year, for two and a half years, commencing with the 1st day of January, in the year 1822. The arms to be manufactured, shall, in all their parts, conform, in model, size, and form, to the pattern or standard musket, to be furnished by the Ordnance Department; and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories, during the same period.

Second, It is agreed that the arms shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is understood, however, that no methods of proof or inspection, more rigorous than those established for, and practised at, the national armories of the United States, shall, at any time, be established. The arms are to be proved and inspected at or near Philadelphia, and in parcels consisting each of not less than 250 stands. The expense of proof and inspection to be defrayed by the United States.

Third. It is further agreed, that the price of the arms to be manufactured shall be as follows, viz. for each musket complete, including bayonet, ramrod, and flint; including also the proportion of screw drivers, wipers, ball screws, and spring vices, stated in the fourth article of this agreement, the price shall be twelve dollars; subject, however, to the following proviso: That if, during the period prescribed for the existence of this agreement, there be any new agreement made by the Ordnance Department for the manufacture of arms, in which the price for similar arms shall be greater or less than

the price stipulated in this article, then the price herein stipulated shall be so modified, as to conform and be equal to the price stipulated in such new agreement. The new price, if lower than is herein stipulated, shall not take effect upon any arms delivered under this agreement, within four months from and after the commencement of the new agreement, nor until at least 500 stands complete shall have been delivered under the latter, nor until four months previous notice shall have been given of the change : but, if the new price be higher, it shall take effect upon the first delivery under the new agreement. In order, however, that persons in all parts of the United States may participate in the manufacture of arms upon equal terms, it is understood and agreed, that, if the United States shall make an agreement for the manufacture of arms, at any place south or west of the place where arms are now manufactured, under contract, for the United States, an additional allowance, equal to the cost of transporting arms from the latter to the former place, may be made in such agreement, without thereby augmenting the allowances stipulated in this agreement.

Fourth. It is agreed, that the said Marine T. Wickham shall cause the said arms to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets, complete, twenty screw-drivers, twenty wipers, two ball screws, and two spring-vices; and the said arms, when so packed, shall be delivered at the United States' arsenal, at Frankford, Pennsylvania. A reasonable price is to be allowed by the United States, to the said M. T. Wickham, for the packing boxes, and for transporting the arms to the arsenal. The cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

Fifth. It is agreed, that no advances of money shall be required, or made; and the arms manufactured and delivered under this agreement, shall be paid for on delivery of each parcel, consisting of not less than two hundred and fifty stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made, will be, a certificate of the person appointed to inspect the arms, and a receipt of the person to whom they were delivered, for the service of the United States.

Sixth. It is agreed, that, if the United States shall alter or modify the pattern or model musket, or establish a model or pattern, at the national armories, differing in any respect from that upon which this agreement is founded, then, the arms to be thereafter manufactured, under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department. Provided, however, that the said Marine T. Wickham shall be allowed a reasonable compensation for any extra expense occasioned by such alteration. And pro-

vided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed in writing, by the Ordnance Department.

Seventh. It is agreed, that the United States possess and reserve the right to declare this agreement null and void, whenever the said M. T. Wickham shall fail to deliver, in any one year, the number of arms stipulated in the first article.

Eighth. It is expressly conditioned, that no member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness to the signature of
JOHN MORTON.

GEORGE BOMFORD, *Lt. Col.*
On Ordnance duty.

Witness to the signature of
M. THOMAS, Jr.

MARINE T. WICKHAM,

APPENDIX.

As it has not been customary heretofore, for contractors to furnish the additional articles enumerated in the fourth article of the foregoing agreement, viz: Screw drivers, wipers, ball screws and spring vices, and as they were not included in the estimate and proposals of the contractor, at the time he offered to manufacture muskets for twelve dollars each, it has been agreed, and was so understood by the parties, at the time of signing the aforesaid agreement, that when the United States shall require the contractor to furnish said additional articles, an additional allowance, equal to the cost of the articles, shall be made.

GEORGE BOMFORD, *Lt. Col.*
On Ordnance duty.

It is agreed, by the respective parties to this contract, (referring to a contract made the 18th July, 1812) viz: by Lieut. Col. George Bomford, acting with the consent, and under the direction of, the Hon. J. C. Calhoun, Secretary of War, of the one part, and the said Eli Whitney on the other part, that the terms of this contract shall be extended to the receipt of the additional number of three thousand muskets. That for two thousand of the said three thousand muskets, the said Whitney shall be entitled to receive thirteen dollars each, agreeable to an arrangement entered into in July, 1821, which provided that said arrangement should be conclusive, on condition that the states of New York and Connecticut, or either of

them, should consent to receive the same as part of their quota, under the law of 1808. And for the remainder one thousand muskets, he shall be entitled only to receive twelve dollars each, that being the present contract price. Provided the said Whitney shall deliver the said three thousand muskets within eighteen months from the date hereof. And provided, also, that said Whitney shall procure the approbation and consent of his original sureties, to this extension of this contract.

Signed, sealed, and delivered, this first day of August, in the year 1822.

Witness present,
JOHN MORTON.

ELI WHITNEY,
GEORGE BOMFORD, *Lt. Col.*
On Ordnance duty.

This agreement, made this 15th day of August, 1822, between George Bomford, Lieutenant Colonel of Artillery, on Ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part, and Eli Whitney, of New Haven, in the state of Connecticut, of the other part, witnesseth:

First. That the said Eli Whitney, on his part, hath agreed, and doth hereby covenant and engage to manufacture and deliver for the service of the United States, fifteen thousand muskets, with bayonets, ramrods, and flints, complete, and that the same shall be delivered in parcels of five hundred each, and at the rate of three thousand in each year, for five years, commencing with the 1st January, 1824; it being, however, understood, that, if the said Whitney shall fail to deliver the whole of said three thousand in any one year, he shall be allowed to make up the deficiency in the next succeeding year, to an extent not exceeding six hundred. It is also agreed, that the said Whitney shall be furnished by the Ordnance Department with a perfect model or standard musket, such as is used for a pattern at the United States' armories, and a box of muskets manufactured at the United States' armory at Springfield, as standards of reference in relation to the execution of this contract: and that the said fifteen thousand muskets shall, in all their parts, conform, as nearly in model, size, and form, and be as nearly equal in workmanship and quality, in every respect, to the said perfect model, as the muskets contained in the said box, so to be furnished, are to the same.

Second. It is agreed, that the said muskets shall be proved and inspected at said Whitney's manufactory, near said New Haven, by an officer or person appointed by the Ordnance Department, for that purpose, and that the said muskets shall be subjected to, and sustain, the same rigor of proof to which muskets now manufactured at the national armory at Springfield, are subjected. The expense of proving and inspecting to be paid by the United States.

Third. It is further agreed, that the said Whitney shall cause the said muskets to be safely and properly packed for transportation, in good and sufficient boxes, in the manner which is, or may be, prescribed by the Ordnance Department, and practised at the national armories. Each box to contain twenty muskets, twenty screw drivers, twenty wipers, two ball screws, and two spring vices; and, when so packed, he shall cause the said muskets to be delivered in the city of New Haven, to such person as shall be appointed to receive the same: and that the said Whitney shall be allowed by the United States, a reasonable price for the screw drivers, wipers, ball screws, spring vices, packing boxes, and transportation of the arms to the place aforesaid.

Fourth. It is agreed, and the said George Bomford, in the capacity and acting with the consent and under the direction aforesaid, doth hereby engage, that the United States shall pay to the said Whitney twelve dollars for each of said muskets complete. It is, however, provided, that, when the actual cost of manufacturing muskets at the public armories shall be satisfactorily ascertained, that then the said Whitney shall be entitled to receive from the United States, for each of the said fifteen thousand muskets, the same sum to which the actual average cost of manufacturing a musket in the two armories of the United States, shall amount, in lieu of the twelve dollars aforesaid, said average cost to be ascertained within one year from the date hereof.

It being fully understood by the respective parties to this agreement, that the interest on the entire capital employed at the armories, insurance against all risks, with the addition of such further per centage for wear and decay, as shall be sufficient to preserve said capital unimpaired, shall be charged as making a part of the cost of manufacturing arms at the United States' armories.

Fifth. It is agreed, that the amount of each parcel of five hundred muskets, with the screw drivers, boxes, &c. shall be paid to said Whitney at the time of his delivering the same as aforesaid.

Sixth. It is agreed, that, if the United States shall alter or modify the pattern or model musket, or establish a model or pattern at the national armories, differing, in any respect, from that upon which this agreement is founded, then the arms to be thereafter manufactured under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department: provided, however, that the said Whitney shall be allowed a reasonable compensation for any extra expense occasioned by such alteration: and provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will, at any time, be made, unless expressly directed, in writing, by the Ordnance Department.

Seventh. It is agreed, that the United States shall possess the right to declare this agreement null and void, whenever the said Whitney

shall fail to deliver four-fifths of the number of arms, as herein stipulated.

Eighth. It is expressly conditioned, that no Member of Congress is, or shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands and affixed their seals, the day and year first above written.

ELI WHITNEY,
GEORGE BOMFORD,
Lt. Col. on Ordnance duty.

Witness present,
W. WADE.

This agreement, made this 17th day of May, 1823, between George Bomford, Lieutenant Colonel of Artillery, on Ordnance duty, in the service of the United States, acting with the consent, and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part, and Lemuel Pomeroy, of Pittsfield, in the state of Massachusetts, of the other part, witnesseth:

First. That the said Lemuel Pomeroy shall manufacture and deliver, for the military service of the United States, ten thousand stands of arms, with bayonets and ramrods complete, at the rate of two thousand in each year, for five years, commencing with the first day of July, 1823. The arms to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard musket, to be furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the National Armories during the same period.

Second. It is agreed that the arms shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof or inspection, more rigorous than those established for, and practised at, the National Armories of the United States, shall at any time be established. The arms are to be proved and inspected at or near Pittsfield, and in parcels consisting each of not less than 250 stands. The expense of proof and inspection to be defrayed by the United States.

Third. It is further agreed that the price of the arms to be manufactured shall be as follows, viz: For each musket complete, including bayonet, ramrod, and flint, including also the proportion of screw-drivers, wipers, ball screws, and spring vices, stated in the fourth article of this agreement, the price shall be twelve dollars and twenty-five cents; subject, however, to the following proviso: That if, during the period prescribed for the existence of this agree-

ment, there be any new agreement made by the Ordnance Department for the manufacture of arms, in which the price for similar arms shall be greater or less than the price stipulated in this article, then the price herein stipulated shall be so modified as to conform and be equal to the price stipulated in such new agreement. The new price, if lower than is herein stipulated, shall not take effect upon any arms delivered under this agreement, within four months from and after the commencement of the new agreement; nor until at least five hundred stands complete shall have been delivered under the latter; nor until four months previous notice shall have been given of the change: but, if the new price be higher, it shall take effect upon the first delivery under the new agreement. In order, however, that persons in all parts of the United States may participate in the manufacture of arms upon equal terms, it is understood and agreed that, if the United States shall make an agreement for the manufacture of arms, at any place south or west of the place where arms are now manufactured under contract for the United States, an additional allowance, equal to the cost of transporting arms from the latter to the former place, may be made in such agreement, without thereby augmenting the allowances stipulated in this agreement.

Fourth. It is agreed that the said Lemuel Pomeroy shall cause the said arms to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets complete, twenty screw-drivers, twenty wipers, two ball screws, and two spring vices; and the said arms, when so packed, shall be delivered at the United States' arsenal at Watervliet, N. Y. A reasonable price is to be allowed by the United States to the said Lemuel Pomeroy for the packing boxes, and for transporting the arms to the arsenal. The cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

Fifth. It is agreed that no advances of money shall be required or made, and that the arms manufactured and delivered under this agreement, shall be paid for on the delivery of each parcel, consisting of not less than 250 stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered, not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made, will be a certificate of the person appointed to inspect the arms, and the receipt of the person to whom they were delivered for the service of the United States.

Sixth. It is agreed that, if the United States shall alter or modify the pattern or model musket, or establish a model or pattern at the national armories, differing in any respect from that upon which this agreement is founded, then the arms to be thereafter manufactured under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the

said Lemuel Pomeroy shall be allowed a reasonable compensation for any extra expense occasioned by such alteration. And, provided also, that the amount of such compensation shall be agreed upon and established before any alteration is made. No deviations from the established pattern will, at any time be made, unless expressly directed in writing by the Ordnance Department.

Seventh. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said L. Pomeroy shall fail to deliver, in any one year, the number of arms stipulated in the first article.

Eighth. It is expressly conditioned, that no Member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of

W. WADE.

To the signature of

JAS. WARRINER.

GEORGE BOMFORD,

Lt. Col. on Ordnance duty.

L. POMEROY.

Memorandum of prices in detail, viz:

For Muskets complete, each	-	-	-	\$12 00
Screw-drivers, each	-	-	-	07
Wipers, each	-	-	-	13
Ball screws, each 15 cts. one tenth of which is				01½
Spring vices	35		do	03½
				<hr/>
				\$12 25

This agreement, made this 28th day of August, 1823, between George Bomford, lieutenant colonel of artillery, on ordnance duty in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part, and Henry Deringer of Philadelphia, of the other part, witnesseth:

First. That the said Henry Deringer shall manufacture and deliver, for the military service of the United States, three thousand rifles complete, at the rate of 600 in each year, for five years, commencing with the 1st day of January, 1824. The rifles to be manufactured, shall, in all their parts, conform, in model, size and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

Second. It is agreed that the rifles shall be proved and inspected

by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof and inspection more rigorous than those established for, and practised at, the national armories of the United States, shall at any time be established. The rifles are to be proved and inspected at or near Philadelphia, and in parcels consisting each of not less than 200. The expense of proof and inspection to be defrayed by the United States.

Third. It is further agreed that the price of said rifles shall be as follows, viz. For each rifle complete, including ramrod and flint, including also the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents; subject, however, to the following proviso: That if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents on each stand of arms made; then the price herein stipulated shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any rifles delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained, nor, until three months previous notice thereof shall have been given; but if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

Fourth. It is agreed that the said Henry Deringer shall cause the said rifles to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty rifles, with flints and flint caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint caps: and the said rifles, when so packed, shall be delivered at the United States arsenal near Frankford, Pennsylvania. A reasonable price is to be allowed by the United States, to the said Henry Deringer, for the packing boxes, and for transporting the arms to the arsenal. The cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

Fifth. It is agreed, that no advances of money shall be required or made; and that the rifles manufactured and delivered under this agreement, shall be paid for on the delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding in any one year the number specified in the first article. The vouchers upon which payment will be made, will be, a certificate of the person appointed to inspect the rifles, and the receipts of the

person to whom they were delivered for the service of the United States.

Sixth. It is agreed, that, if the United States shall alter or modify the pattern or model rifle, or establish a model or pattern at the national armories, differing in any respect from that upon which this agreement is founded, then the rifles to be thereafter manufactured under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Henry Deringer shall be allowed a reasonable compensation for any extra expense occasioned by such alteration. And provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed in writing, by the Ordnance Department.

Seventh. It is agreed, that the United States possess and reserve the right to declare this agreement null and void, whenever the said Henry Deringer shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

Eighth. It is expressly conditioned, that no Member of Congress is or shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of HENRY DERINGER,
JOHN H. DERINGER,

To the signature of
W. WADE.

GEORGE BOMFORD,
Lt. Col. on Ordnance Duty.

This agreement, made this 16th day of October, 1823, between George Bomford, Lieutenant Colonel of Artillery, on ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part; and Asa Waters, of Millbury, in the state of Massachusetts, of the other part, witnesseth:

First. That the said Asa Waters shall manufacture and deliver, for the military service of the United States, ten thousand muskets, with bayonets and ram-rods complete, at the rate of two thousand in each year, for five years, commencing with the 1st day of January, 1825. The muskets to be manufactured shall, in all their parts, conform in model, size, and form, to the pattern, or standard model furnished by the Ordnance Department; and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

Second. It is agreed, that the said muskets shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof or inspection, more rigorous than those established for, and practised at, the national armories of the United States, shall at any time be established. The muskets are to be proved and inspected at Millbury, and in parcels consisting each of not less than two hundred and fifty stands. The expense of proof and inspection to be defrayed by the United States.

Third. It is further agreed, that the price of the muskets to be manufactured, shall be as follows, viz. for each musket complete, including bayonet, ram-rod, and flint, including, also, the proportion of screw-drivers, wipers, ball screws, and spring-vices, stated in the fourth article of this agreement, the price shall be twelve dollars and twenty-five cents; subject, however, to the following proviso: That if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents or more on each stand of arms made, then, the price herein stipulated, shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any muskets delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained; nor until three months previous notice thereof shall have been given. But, if the new price be higher, it shall take effect upon the first parcel of muskets delivered, after the increased price has been ascertained and determined.

Fourth. It is agreed, that the said Asa Waters shall cause the said muskets to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets complete, twenty screw-drivers, twenty wipers, two ball-screws, and two spring-vices; and the said muskets, when so packed, shall be delivered at the United States' arsenal, at Watertown, Mass. A reasonable price is to be allowed by the United States to the said Asa Waters, for the packing boxes, and for transporting the arms to the arsenal. The cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

Fifth. It is agreed, that no advances of money shall be required or made, and that the muskets manufactured and delivered under this agreement, shall be paid for on the delivery of each parcel, consisting of not less than two hundred and fifty stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding in any one year, the number specified in the first article. The vouchers upon which payment will be made, will be, a certificate of the person appointed to inspect the arms, and

the receipt of the person to whom they were delivered for the service of the United States.

Sixth. It is agreed, that, if the United States shall alter or modify the model or pattern musket, or establish a model or pattern, at the national armories, differing in any respect from that upon which this agreement is founded, then, the arms to be thereafter manufactured under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department. Provided however, that the said Asa Waters shall be allowed a reasonable compensation for any extra expense occasioned by such alteration. And provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

Seventh. It is agreed, that the United States possess and reserve the right to declare this agreement null and void, whenever the said Asa Waters shall fail to deliver, in any one year, the number of arms stipulated in the first article.

Eighth. It is expressly conditioned, that no Member of Congress is or shall be admitted to any share or part of this agreement or contract, or to any benefit to arise therefrom.

In witness whereof, the parties aforesaid have hereunto set their hands and affixed their seals, the day and year first abovewritten.

Witness present,

W. WADE.

ASA WATERS.

GEORGE BOMFORD, *Lt. Col.*

On Ordnance duty.

This agreement, made this 6th day of December, 1823, between George Bomford, *Lient. Col.* of Artillery, on Ordnance duty, in the service of the United States, acting with the consent and under the direction of the Hon. John C. Calhoun, Secretary of War, of the one part; and Marine T. Wickham, of the city of Philadelphia, of the other part, witnesseth:

First, That the said Marine T. Wickham shall manufacture and deliver, for the military service of the United States, ten thousand muskets, with bayonets and ramrods complete, at the rate of two thousand in each year, for five years; commencing with the 1st day of July, 1824. The muskets to be manufactured, shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

Second, It is agreed that the muskets shall be proved and inspected by an officer or person appointed by the Ordnance Department for

that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is understood, however, that no methods of proof or inspection more rigorous than those established for, and practised at, the national armories of the United States, shall, at any time, be established. The muskets are to be proved and inspected at or near Philadelphia, and in parcels consisting each of not less than two hundred and fifty stands. The expense of proof and inspection to be defrayed by the United States.

Third, It is further agreed, that the price of the muskets to be manufactured, shall be as follows, viz: For each musket complete, including bayonet, ramrod, and flint, including also, the proportion of screw-drivers, wipers, ball-screws, and spring-vices, stated in the fourth article of this agreement, the price shall be twelve dollars and twenty-five cents; subject, however, to the following proviso: That if, during the period prescribed for the existence of this agreement, the cost of the arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents or more, on each stand of arms made, then the price herein stipulated, shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any muskets delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained; nor until three months previous notice thereof shall have been given. But if the new price be higher, it shall take effect upon the first parcel of muskets delivered, after the increased price has been ascertained and determined.

Fourth, It is agreed that the said M. T. Wickham shall cause the said muskets to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is, or may be, prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty muskets complete, twenty screw-drivers, twenty wipers, two ball-screws, and two spring vices; and the said muskets, when so packed, shall be delivered at the United States arsenal, Frankford, Pennsylvania. A reasonable price is to be allowed by the United States, to the said Marine T. Wickham, for the packing boxes, and for transporting the arms to the arsenal. The cost of the boxes to be ascertained and certified by the inspector, and the cost of transportation by the receiving officer.

Fifth, It is agreed, that no advances of money shall be required, or made, and that the muskets manufactured and delivered under this agreement, shall be paid for on the delivery of each parcel, consisting of not less than two hundred and fifty stands complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding in any one year the number specified in the first article. The vouchers upon which payment will be made, will be, a certificate of the person appointed to inspect the arms, and

the receipt of the person, to whom they were delivered for the service of the United States.

Sixth. It is agreed that, if the United States shall alter or modify the model or pattern musket, or establish a model or pattern at the national armories, differing in any respect from that upon which this agreement is founded, then the arms to be thereafter manufactured, under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said M. T. Wickham shall be allowed a reasonable compensation for any extra expense occasioned by such alteration: And provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established patterns will at any time be made, unless expressly directed in writing, by the Ordnance Department.

Seventh. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said Marine T. Wickham shall fail to deliver, in any one year, the number of arms stipulated in the first article.

Eighth. It is expressly conditioned, that no Member of Congress is, or shall be, admitted to any share or part of this agreement or contract, or to any benefit to arise therefrom.

In witness whereof, the parties aforesaid have hereunto set their hands and affixed their seals, the day and year first above written.

GEORGE BOMFORD,

Lieut. Col. on Ordnance Duty.

MARINE T. WICKHAM.

Witness present to the signature of

George Bomford, W. WADE.

To the signature of

Marine T. Wickham, J. BAKER.

This agreement, made this 9th day of December, 1823, between George Bomford, Lieutenant Colonel of Artillery, on Ordnance duty, in the service of the United States, acting with the consent and under the direction of the Honorable John C. Calhoun, Secretary of War, of the one part; and Nathan Starr, of Middletown, in the state of Connecticut, of the other part, witnesseth:

First. That the said Nathan Starr shall manufacture and deliver, for the military service of the United States, four thousand rifles, complete, at the rate of eight hundred in each year, for five years, commencing with the 1st day of July, 1823. The rifles to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every re-

spect, to the arms made at the National Armories during the same period.

Second, It is agreed, that the said rifles shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are or may be established by the Ordnance Department. It is understood, however, that no methods of proof and inspection, more rigorous than those established for, and practised at, the National Armories of the United States, shall at any time be established. The rifles are to be proved and inspected at Middletown, and in parcels consisting each of not less than two hundred. The expense of proof and inspection to be defrayed by the United States.

Third, It is agreed, that the price of said rifles shall be as follows, viz: For each rifle complete, including ramrod, and flint, including, also, the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents: subject, however, to the following proviso: That if, during the period prescribed for the existence of this agreement, the cost of arms at the National Armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents or more, on each stand of arms made; then the price herein stipulated, shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any rifles delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained: nor until three months previous notice thereof shall have been given. But, if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

Fourth, It is agreed, that the said Nathan Starr shall cause the said rifles to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the National Armories, each box to contain twenty rifles, with flints and flint caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint caps; and the said rifles, when so packed, shall be delivered at the store of such person in Middletown, as may be appointed to receive them. A reasonable price is to be allowed to the said Nathan Starr for the packing boxes, the cost of which will be ascertained and certified by the United States' inspector.

Fifth, It is agreed, that no advances of money shall be required, or made, and that the rifles manufactured and delivered under this agreement shall be paid for on delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding in any one year, the number specified in the first article. The vouchers upon which payment will be made, will be, a certificate

of the person appointed to inspect the rifles, and the receipt of the person to whom they were delivered for the service of the United States.

Sixth. It is agreed that, if the United States, shall alter or modify the pattern or model rifle, or establish a model or pattern at the National Armories, differing in any respect from that upon which this agreement is founded, then the rifles to be thereafter manufactured under this agreement, shall be conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Nathan Starr shall be allowed a reasonable compensation for any extra expense occasioned by such alteration. And provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made. No deviations from the established pattern will at any time be made, unless expressly directed in writing, by the Ordnance Department.

Seventh. It is agreed, that the United States possess and reserve the right to declare this agreement null and void, whenever the said Nathan Starr shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

Eighth. It is expressly conditioned, that no Member of Congress is, or shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of NATHAN STARR.

C. A. FOWLER.

To the signature of

W. WADE.

GEORGE BOMFORD,

Lieut. Colonel on Ordnance duty.

This agreement, made this 10th day of December, 1823, between George Bomford, Lieut Col. of Artillery, on Ordnance duty, in the service of the United States, acting with the consent, and under the direction, of the Hon. John C. Calhoun, Secretary of War, of the one part and Robert and John D. Johnson, of Middletown, in the state of Connecticut, of the other part, witnesseth:

First. That the said Robert and John D. Johnson shall manufacture and deliver, for the military service of the United States, three thousand rifles complete, at the rate of six hundred in each year, for five years, commencing with the 1st of July, 1824. The rifles to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship and quality, in every respect, to the arms made at the national armories during the same period.

Second. It is agreed that the said rifles shall be proved and inspected by an officer or person appointed by the Ordnance Depart-

ment for that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is understood, however, that no methods of proof and inspection more rigorous than those established for, and practiced at the national armories of the United States, shall at any time be established. The rifles are to be proved and inspected at Middletown, and in parcels consisting each of not less than two hundred. The expense of proof and inspection to be defrayed by the United States.

Third. It is agreed that the price of the said rifles shall be as follows, viz: For each rifle complete, including ramrod and flint, including, also, the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents, subject, however, to the following proviso: That if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents, or more, on each stand of arms made, then the price herein stipulated shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any rifles delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained, nor until three months previous notice shall have been given. But if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

Fourth. It is agreed that the said Robert and John D. Johnson shall cause the said rifles to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is, or may be prescribed, by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty rifles, with flint and flint caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint caps; and the said rifles, when so packed, shall be delivered at the store of such person in Middletown, as may be appointed to receive them. A reasonable price is to be allowed to the said R. & J. D. Johnson for the packing boxes, the cost of which will be certified by the United States' inspector.

Fifth. It is agreed that no advances of money shall be required, or made, and that the rifles manufactured and delivered under this agreement shall be paid for on delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding in any one year the number specified in the first article. The vouchers upon which payment will be made, will be a certificate of the person appointed to inspect the rifles, and the receipt of the person to whom they were delivered for the service of the United States.

Sixth. It is agreed that, if the United States shall alter or modify the pattern or model rifle, or establish a model or pattern at the na-

tional armories, differing in any respect from that upon which this agreement is founded, then the rifles to be thereafter manufactured under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Robert and John D. Johnson, shall be allowed a reasonable compensation for any extra expense occasioned by such alteration: And provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made.

No deviations from the established pattern will at any time be made, unless expressly directed in writing by the Ordnance Department.

Seventh. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said Robert and John D. Johnson shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

Eighth. It is expressly conditioned, that no Member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of
W. WADE.

GEO. BOMFORD, *Lt. Col.*
On Ordnance duty.

To the signature of
NOAH WELLES.

ROB. & J. D. JOHNSON.

This agreement, made this 10th day of December, 1823, between George Bomford, Lieutenant Colonel of artillery, on Ordnance duty, in the service of the United States, acting with the consent, and under the direction, of the Hon. J. C. Calhoun, Secretary of War, of the one part, and Simeon North, of Middletown, in the state of Connecticut, of the other part, Witnesseth:

First. That the said Simeon North shall manufacture and deliver, for the military service of the United States, six thousand rifles complete, at the rate of twelve hundred in each year, for five years, commencing with the first day of July, 1823. The rifles to be manufactured shall, in all their parts, conform, in model, size, and form, to the pattern or standard model furnished by the Ordnance Department, and shall be equal in workmanship, and quality, in every respect, to the arms made at the national armories during the same period.

Second. It is agreed that the rifles shall be proved and inspected by an officer or person appointed by the Ordnance Department for that purpose, and in the manner prescribed by the regulations which are, or may be, established by the Ordnance Department. It is under-

stood, however, that no methods of proof or inspection, more rigorous than those established for, and practised at, the national armories of the United States, shall, at any time, be established. The rifles are to be proved and inspected at Middletown, and in parcels consisting, each, of not less than two hundred. The expense of proof and inspection to be defrayed by the United States.

Third. It is agreed that the price of the said rifles shall be as follows, viz: For each rifle complete, including ramrod and flint, including, also, the proportion of bullet moulds, screw drivers, wipers, ball screws, spring vices, and flint caps, stated in the fourth article of this agreement, the price shall be fourteen dollars and fifty cents: subject, however, to the following proviso: That if, during the period prescribed for the existence of this agreement, the cost of arms at the national armories shall be increased or diminished, by the rise or fall of materials or labor, to an amount equal to fifty cents or more on each stand of arms made, then the price herein stipulated, shall be increased or diminished an equal amount. The new price, if it be lower than is herein stipulated, shall not take effect upon any rifles delivered under this agreement, within three months from and after the time when such reduction shall have been satisfactorily ascertained: nor until three months previous notice thereof shall have been given. But, if the new price be higher, it shall take effect upon the first parcel of rifles delivered, after the increased price has been ascertained and determined.

Fourth. It is agreed that the said Simeon North shall cause the said rifles to be safely and properly packed for transportation, in good and sufficient boxes, and in the manner which is or may be prescribed by the regulations of the Ordnance Department, and practised at the national armories; each box to contain twenty rifles, with flints and flint caps complete, two bullet moulds, twenty screw drivers, twenty wipers, two ball screws, two spring vices, and twenty spare lead flint caps; and the said rifles, when so packed, shall be delivered at the store of such person in Middletown as may be appointed to receive them. A reasonable price is to be allowed to the said Simeon North for the packing boxes, the cost of which will be ascertained and certified by the United States inspector.

Fifth. It is agreed that no advances of money shall be required, or made, and that the rifles, manufactured and delivered under this agreement, shall be paid for on the delivery of each parcel, consisting of not less than two hundred complete, at the price stipulated in the third article, and to the full amount of the parcel delivered; not exceeding, in any one year, the number specified in the first article. The vouchers upon which payment will be made will be, a certificate of the person appointed to inspect the rifles, and the receipt of the person to whom they were delivered for the service of the United States.

Sixth. It is agreed that, if the United States shall alter or modify the pattern or model rifle, or establish a model or pattern at the national armories, differing in any respect from that upon which this

agreement is founded, then the rifles to be thereafter manufactured under this agreement, shall be made conformable thereto, if it be required by the Ordnance Department: Provided, however, that the said Simeon North shall be allowed a reasonable compensation for any extra expense occasioned by such alteration: And provided, also, that the amount of such compensation shall be agreed upon and established before any alteration is made. No deviations from the established pattern will at any time be made, unless expressly directed, in writing, by the Ordnance Department.

Seventh. It is agreed that the United States possess and reserve the right to declare this agreement null and void, whenever the said Simeon North shall fail to deliver, in any one year, the number of rifles stipulated in the first article.

Eighth. It is expressly conditioned, that no Member of Congress is, or shall be, admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon.

In witness whereof, the parties aforesaid have hereunto set their hands, and affixed their seals, the day and year first above written.

Witness present to the signature of
EDWARD HULBERT.

SIMEON NORTH,

To the signature of

GEORGE BOMFORD, *Lt. Col.*
On Ordnance Duty.

W. WADE.

ORDNANCE DEPARTMENT,

Washington, August, 1823.

The following Regulations for the proof and inspection of small arms, made under contract with the United States, are hereby established: and all the inspectors of contract arms are strictly enjoined to conform thereto.

G. BOMFORD,

Lieut. Col. on Ordnance duty.

REGULATIONS**FOR THE PROOF AND INSPECTION OF SMALL ARMS,****MADE UNDER CONTRACT WITH THE UNITED STATES.**

The model arm referred to in the contract, and furnished by the Government to the contractor, will be considered a standard of reference. The arms manufactured should conform, in all their parts, in pattern or form, to the standard model; and should be equal in workmanship to the arms of similar denomination made at the National Armories during the same period. The several parts of the arms should be browned, blued, case-hardened, or polished, as in the standard model.

MUSKETS.*Proof and inspection of Barrels.*

The inspector will first examine the barrel, and ascertain whether it is reduced to its proper weight, which is four pounds when the breech is screwed in; and whether the external and internal parts of the barrel are of the prescribed dimensions, and free from ring bores, cinder holes, flaws, cracks, and other defects. The diameter of the bore should be a little less than the smallest diameter allowable in finished muskets. To ascertain this, a small gauge-plug should be used, which differs as much from the smallest of the two used in finished muskets, as those two differ from one another. The bore

should be made to admit the passage of the smallest plug freely through it; but not so large as to receive the second size plug.

All the barrels which may pass this examination, will be closed at the breech, either with proving plugs or breech pins, and proved as follows, viz.

1st charge.—One eighteenth part of a pound of powder; one lead bullet, weighing one-fifteenth part of a pound; and two paper wads, each to measure three fourths of an inch in length, after being well rammed; one of the wads to be placed on the top of the powder, the other on the top of the bullet. The whole to be well rammed with copper rods.

2d charge.—One twenty-second part of a pound of powder, with one bullet, and two wads, as in the first charge.

The powder used in proving barrels must be of the full proof, which is or may be established by the Ordnance Department, and should, in all respects, be equal to that used for proving barrels in the National Armories.

The inspector will be careful in ascertaining the quality of the powder, before he proceeds to proving.

The barrels which resist the proof, will be cleaned and examined, and, if no defects are discovered, the vents will be stopped, and the bores will be filled with water. If proving plugs have been used, they will be removed, and the breech pins will be screwed in before the water is applied. The barrels, when filled with water, will be left standing about six hours, when they will be again examined; and if no water has passed through the breech, or made its appearance on the exterior of the barrel, nor any other defects observed, they will be received. The marks of reception will be as follows, viz: the letters U. S. to be placed on the top of the barrel, one inch distant from the breech; the initial letters of the inspector's name, with the letter P. under them, to be placed to the left of the letters U. S.; which marks will be made by the inspector.

INSPECTION OF FINISHED MUSKETS.

Every musket should be taken to pieces; the breech pin turned out of the barrel; the screws turned out of the lock, and every component part separated. When the inspector will proceed to examine each part in the following manner, viz:

First—the Barrel.

The inspector will first examine the exterior and interior surface of the barrel, to see if it is free from flaws, cracks, cinder holes, or ring bores. He will then stretch a line through the barrel, and apply it to at least four sides of the bore, to ascertain if the interior is straight. The calibre of the bore will then be verified by the gauge-

plugs, the small plug should pass freely through the barrel, and the large plug should not enter its whole length. If the barrel will not receive the small plug, or if it will admit the large plug, the barrel will be rejected.

The inspector will carefully examine the threads of the screw on the inside of the barrel, and will be particular to ascertain that they do not project inwards beyond the surface of the bore. The small gauge-plug should pass freely through, without touching the threads. The exterior dimensions of the barrel will then be verified, by applying the gauges to the breech, middle, and muzzle. The breech pin should be case-hardened, but the temper of the tang should be reduced, or it will be too easily broken; the proper temper can be ascertained by trying it with the edge of a fine cut file. The hole in the tang must be exactly in the centre of its width, and at the same distance from the end of the barrel, as in the model musket. The breech pin should be screwed into its place in the barrel; when the dimensions of the breech of the barrel, with the breech pin and tang, will be verified by the breech gauge. The vent will be carefully examined; it should enter the bore of the barrel in front of, but close to the end of, the breech pin; care should be taken that the latter does not obstruct it. The diameter of the vent should be the same as in the model musket. The barrel will next be placed in the stock, to see if it fits the wood closely all along, and that it is sunk nearly one-half its diameter into the stock.

Second—the Lock.

The various parts of the lock will be closely examined, to see that the limbs are sound, well filed, and of the proper form; that the pins have good threads on them; and that the holes in the plate and cock have also good threads, and correspond with those on the pins, and are of the same size with those in the pattern locks. After examining all the limbs separately, the lock will be put together, in doing which, it will be ascertained, whether the pins turn in and out freely. The lock will then be applied to the lock-gauge, to ascertain the size of the plate, and position of the other parts of the lock; after which the following points will be noted, viz:

Observe, *first*, if the sear moves freely after screwing its pin as closely as possible, and that its point is sufficiently strong, and falls properly into the notches of the tumbler. 2d. If the bridle has no cracks nor flaws in its pin-holes, or the hole of the tumbler pivot. 3d. If the springs are well adjusted to the lock plate, and play freely when working the lock. 4th. If the neck of the tumbler fits exactly its hole in the lock plate, that the pivot fits its hole in the bridle, and that the hook of the tumbler does not pass below the edge of the lock plate. 5th. Observe whether the cock works freely and steadily, without rubbing against the lock-plate, when screwed up tight. 6th. See that the hammer plays freely, and covers the pan closely. To ascertain if all the parts be well hardened, try them with a fine cut

file. Try the action of the lock generally, to observe the harmony of all its movements. Snap the lock, and, if the hammer does not uncover the pan, the hammer spring is then too strong for the main spring; if the hammer flies open too freely, the main spring is then too strong for the hammer spring. In either case, there will be but little fire, and the sparks will not fall fairly into the pan. Observe, in drawing up the cock, if the point of the sear falls properly into the notches of the tumbler, and that in snapping, it does not stop at the half cock. Try the hardness of the face of the hammer, by snapping the lock several times with a good flint, and observe if it makes fire freely. In returning the lock to its place, see that it has been well fitted into the stock. The springs and other moving parts, on the interior side of the lock should have sufficient room to work freely, without being obstructed by the wood. The part of the stock upon which the inner surface of the lock plate rests, should be smooth and straight, so that the plate should rest firmly upon the wood in all its touching points. See that the cavities made in the stock, for the bridle and heads of the screws, are not sunk deeper than is necessary, and that the trigger is not uncovered thereby; also, that the cavity made for the reception of the main spring, is not so deep as to expose the barrel. The lining of the lock should fit the flat side of the barrel closely. The inner edge of the seat of the hammer should fit the barrel closely, but not to chafe in its movements.

The lock should be drawn firmly into its place, by the side pins, and its action tried again by half cocking, cocking, and snapping. This will determine whether the interior parts are bound, or their movements obstructed by the wood; also, whether the trigger be well hung, and properly adjusted to the sear. When the lock is at half cock, pull the trigger hard to ascertain if it will go off. The action of the lock should be as free and clear, when secured in its place, as when separate.

Third—Mounting.

The form and dimensions of every part of the mounting will be verified by comparing them with the pattern musket. After having been critically examined, and the bands verified by the gauge, they will be put in their proper places on the stock, and every part must be well fitted in its place. The guard plate must be sunk even with the surface of the stock, and the hole which receives the tang pin must have a full and perfect thread. The trigger must have as little lateral play in its groove, as possible, to admit its free movement. It should not be susceptible of any other motion, than one perpendicular to the axis of its wire. The side plates must have full square edges, and be so fitted in the stock, that, when screwed up tightly by the side pins, the surface of the plate shall not sink below the surface of the stock. The side pins must be straight and cylindrical, and the shoulders of the heads should rest evenly upon the side plate. The heel plate must fit the end of the breech closely, and be made to cover it exactly. The edge of the plate should be full and equal in its thickness, and should neither project beyond, nor recede within, the

wood. The tang of the heel plate should be sunk into the wood a depth equal to its thickness, so that its upper surface shall be even with that of the stock. The screws which secure the heel plate and guard, should have full deep threads, corresponding with the pattern. The holes in the stock, which receive the screws, should be closely examined, to see if they are of the proper size, and have full well-formed threads; it is essential that the screws fit very closely in their holes. The upper, middle, and lower bands, should fit both in their shoulders and over the barrel and stock, so as to secure both firmly together. The wood below the middle and lower bands should project so much, as will make it even with the external surface of the bands. The band-springs must not be sunk too deep in the wood, nor their beds reach to the inside of the stock; they should move freely, so as to fall back naturally to their proper position, when no longer pressed. They should be so placed, as to keep the bands in a fixed position, not permitting them to slide upon the stock, only when the springs are forced down.

Fourth—the Stock.

The stock should be examined when the barrel, lock, and mounting are separated from it. Observe if the groove for the barrel is so formed, as to fit the barrel closely its whole length; and that the butt of the barrel fits closely against the wood behind it; and also, that the breech pin and tang are closely fitted. Observe, also, if there be any cracks, splits, or worm-holes, in any part of the stock. To detect these defects, (the splits especially,) requires a close scrutiny; as it is not uncommon for workmen to endeavor to conceal them, by filling up the cavities with glue and saw-dust.

The form and dimensions of the stock will also be observed: see that it is the proper length, from the butt of the barrel to the butt of the stock, and that it has the same fall or crook as the pattern musket; to ascertain which, apply the gauge.

The quality of the wood of which the stock is made, must be examined. It should be hard and firm. Light, porous, or brittle wood, such as is taken from old trees, should not be received. The stocks should be well seasoned. This may be ascertained by the following methods, viz: When the lock is first removed from the stock, the inner surface of it will be rusted, if the stock is unseasoned. Take a thin shaving from the stock, and roll it between the fingers; if the stock be seasoned, the shaving will crumble, but not if it be unseasoned. The smell of the wood at a place fresh cut, will assist in determining whether the wood be seasoned or not. No stocks should be used, which have not been cut from the plank at least three years, and have been stored in a dry place for two years. Kiln dried, or steamed stocks, should not be received.

Fifth—Ramrod.

The rod should be first tested in its dimensions. To ascertain its length, let it fall into the barrel, the head resting on the breech-pin;

the small end of the rod should then project from three to five-tenths of an inch beyond the muzzle. The diameter of the rod will be verified by gauges, which have been adjusted upon the pattern rod; the rods should be tried in three places, in the middle, and near to each end. See that the head is formed like the pattern, and that the screws at the end have well-formed threads. Try the temper of the rods by springing them in four different directions, so that the middle of the rod will be six inches from a straight line, drawn from the head to the point. Observe, after bending, that they are not made crooked by the operation; they should spring back by their elasticity, and remain straight. Observe, also, that they have no flaws nor cross cracks; these defects sometimes exist without being visible, and, to detect them, suspend the rod by a thread at one end, and strike it gently with a piece of metal, the sound will indicate whether there be any flaws or not. Try the rod in the groove, see that it fits snugly, that it can be pushed down, and withdrawn without much effort, and at the same time be not too loose. The rod should go down so far, that its head shall not project above the end of the barrel. Observe whether the covered part of the groove is in the centre of the stock, and that it does not interfere with the front side pin.

Sixth—Bayonet.

The bayonet must be tried in the following manner: drive a staple into a work bench, about fifteen inches from the edge, the staple to project just sufficient to receive the point of the bayonet; place a piece of hard wood an half inch thick, equidistant between the staple and edge of the bench, insert the point of the bayonet in the staple, the middle resting upon the block of wood, and bear upon the other end until it touches the bench. It should be tried with both the face and back uppermost, which will spring it each way one inch. The bayonet should stand this trial without remaining bent, or exhibiting any cracks or flaws. The neck of the bayonet should be tried by placing the point on the floor, when the bayonet is fixed to the musket; hold the breech of the musket with one hand, and with the other bear firmly upon the barrel, and observe whether the neck of the bayonet bends, or exhibits any other signs of weakness. The socket of the bayonet should be bored straight and cylindrical, and should fit the muzzle of the barrel with such exactness, as not to play or move easily, but not to require a greater effort than can be given with the hand, to fix or remove it. The canal cut in the socket, for passing the bayonet stud, should agree in form and dimensions with the pattern.

The stud should also be agreeably to the prescribed dimensions. The bayonet, when fixed, should have one end of its socket resting upon the upper band and the extremity of the stock; the other end of the socket should be even with, or fall a little below, the end of the barrel. The blade of the bayonet should diverge a little from the line of the axis of the bore, it being more open at the point than at

the neck. The blades should be made to pass freely into the scabbard gauge.

MARKS.

Muskets will be marked by the manufacturer, before they are offered for inspection, in the following manner, viz: The letters U. S. and the name of the contractor, will be stamped upon the lock plate, under the pan; the name of the place where the musket is manufactured, and the year within which it is made, will be stamped upon the lock plate, in the rear of the cock; the letters U. S. will be placed on the tang of the heel plate, the year will be placed on the tang of the breech pin, near the breech of the barrel; and the letters U. S. will be placed on the face of the bayonet blade, near the neck. For the marks upon the barrel, see "*proof of barrels.*"

Care should be taken that none of the marks upon the arms should be stamped so deep as to be injurious.

PROOF AND INSPECTION OF RIFLES.

Proof of Barrels.

Rifle barrels will be examined and proved in the same manner as is directed for musket barrels, except the proof charge, which will be as follows, viz:

First charge: One twenty-eighth part of a pound of powder, and two lead bullets, each weighing one thirty-second part of a pound; and two paper wads, each measuring one half an inch in length after being well rammed. One of the wads to be placed on the top of the powder; and the other on the top of the bullets.

Second charge: One thirty-second part of a pound of powder, with one bullet and with two wads, as in the first charge.

The barrels to be loaded and fired in the same manner as musket barrels.

INSPECTION OF FINISHED RIFLES.

The grooves in the bore of the barrel will be carefully examined, to ascertain that they are formed according to the pattern, and that they are even and uniform throughout. All the component parts of the Rifle will be examined in the same manner as is directed for muskets, except the ramrod, which is required to spring only four inches.

The marks upon the rifles will be the same as those directed for muskets.

PROOF AND INSPECTION OF PISTOLS.

Pistol barrels, where the calibre is the same as the rifle, will be proved as follows, viz:

First charge: One thirty-second part of a pound of powder, with one bullet and two wads, as directed for rifle barrels.

Second charge: One-fortieth part of a pound of powder, with one bullet and two wads, as above.

The examination of the component parts of the pistol will be made according to the general instructions given above for other arms.

GENERAL REMARKS.

The inspector will not consider himself restricted to the particular examinations abovementioned; but he will make any other examinations which he may deem necessary, to ascertain, more minutely, the quality of any part of the arms. And, whenever he discovers, or suspects, that attempts have been made by the workmen to cover or conceal material defects, he will be very cautious and vigilant, and will subject the arms to the severest scrutiny, in order to detect them.

It being the intention of the Government to provide arms of an uniform model, for the public service generally, the contractors are required to conform to the model and the workmanship of the arms made at the national armories. The inspector will therefore decide upon the quality of materials and of workmanship, by the rules which govern in like cases at the national armories; that is, he will reject such arms, or parts of arms, as would be rejected at the armories, and he will receive such as would be received there. He will not, however, in any case, exact more rigid conditions than are enforced at the national armories.

After the examinations are concluded, all the arms which are of an approved quality will be marked by the inspector with the initials of his name, to be stamped on the stock opposite the lock, when they will be set apart for packing.

PACKING BOXES.

The contractor will provide suitable boxes for packing the arms, which will be subject to the inspection of the inspector.

The boxes are to be planed both on the inside and on the outside, and should be made of good, sound, well-seasoned, white pine boards, and free from splits, knots, and worm holes; and to be full one inch thick when worked. In each corner of the box there should be a post of hard wood, two and a half inches wide, and one and a quarter inches thick; the flat side laid against the end of the box. Each of the angles of the box will be secured by eight 8d. cut nails, driven through the end piece into the post; and by nine 12d. cut nails,

driven through the side piece, four of them into the post, and five into the end piece, making in all seventeen nails in each angle. The space between the posts, at the ends, will be filled with boards, one inch thick. The bottom of the box will be secured by four 2 inch screws, and by twelve 12d. and fourteen 10d. cut nails. Two of the screws and four of the nails to be driven at each end of the bottom. The lid will be secured by sixteen 8d. cut nails, viz: five in each side, and three in each end. Each box is to be furnished with two beckets or handles, (one at each end,) made of strong rope, at least half an inch in diameter. The holes for the beckets will be made through the end piece of the box, a little above the centre, but not through the inner lining of the end; so that the knots at the end of the rope will lie between the two pieces. The lining will be cut away to make room for the knots. The inspector will be particular to ascertain that the boards used in making the boxes, and also the cleets, bars, and wedges, used in packing, are perfectly seasoned; he can ascertain this by boring into the wood with a small gimlet, and examining the chips or borings. No materials should be used for boxes, which have not been placed under cover, in a dry place, at least eighteen months.

The dimensions of the boxes will be as follows, viz: For muskets, 4 feet $10\frac{1}{4}$ inches long, $15\frac{1}{2}$ inches wide, and $12\frac{1}{2}$ inches deep.

For rifles, 4 feet $4\frac{1}{2}$ inches long, $14\frac{3}{4}$ inches wide, and $12\frac{3}{4}$ inches deep. All the dimensions are taken on the inside, "in the clear," when the box is completed.

PACKING ARMS.

When the boxes are approved by the inspector, the contractor will cause the arms to be packed in the manner directed in the contract. Each box of muskets will contain twenty muskets and bayonets, twenty screw-drivers, twenty wipers, two ball-screws, two spring-vices, and twenty spare lead flint-caps. Each musket to be furnished with a good flint and a lead flint-cap.

Each box of rifles will contain twenty rifles, two bullet-moulds, twenty screw-drivers, twenty wipers, two ball-screws, two spring-vices, and twenty spare lead flint-caps. Each rifle to be furnished with a good flint and a lead flint-cap. The arms are to be so placed that they will be firmly secured without touching each other.

The bayonets and small articles are to be well secured to the bottom of the box.

Before the arms are placed in the boxes, they will be oiled and lackered in the following manner, viz: the inside of the barrel and lock will be made clean, and well oiled with pure oil, in the usual manner. The vent will then be closed with wax, and the muzzle with a good soft cork that fits it closely. The whole of the exterior surface of the arm, including both the wood and metallic parts, is

then covered with lacker prepared for the purpose. The exterior surface of the arm should be wiped clean, and entirely freed from oil before the lacker is applied. To apply the lacker, it should be put into a glazed earthen or stoneware vessel, of convenient size, and heated in a stove or sand bath, just sufficient to keep the ingredients in a state of fusion. As the ingredients are very inflammable, much caution should be used in heating them.

The lacker, in this warm state, is spread upon the arms with a small paint brush; it is afterwards smoothed and spread more evenly with a large brush, made of camel's hair. The brushes should be dipped into pure spirits of turpentine, before they are put into the lacker.

Spirits of turpentine forms one of the principal ingredients of the mixture, and a portion of it is evaporated by heating; it will, therefore, be necessary to add small quantities of spirits of turpentine to the lacker occasionally, in order that its proper consistence may be preserved.

When the arms are well covered with the lacker, they will be set aside in a dry cool place, and they should not be packed before they are perfectly dried.

The lacker, properly prepared, will be furnished to the contractors by the United States.

The packing will be done under the immediate inspection of the inspector, who will be careful to see that the work is properly done. The inspector will place on the inside of each box, in a secure manner, a card giving a list of all the articles packed in the box, and the date of inspection. He will also place his signature upon the card.

The ends of the box, on the outside, will be marked by the contractor, with his name, the number of arms contained in the box, and the year within which they were inspected.

CERTIFICATES OF INSPECTION.

When the inspection and package of the arms has been completed, the inspector will furnish the contractor with three certificates, according to the following form:

I hereby certify, that I have this day inspected and approved five hundred muskets, five hundred screw drivers, five hundred wipers, fifty ball screws, fifty spring vices, five hundred spare lead flint caps, and twenty-five packing boxes; manufactured by A B, of —, Ms. under his contract with the United States, dated —.

And I further certify, that the said arms and appendages have been inspected according to the regulations established by the Ordnance Department, and that they conform to the standard model, and are of good quality and workmanship, and are securely packed in good strong boxes, and that they are, in all things, conformable to the contract.

I certify, also, that, according to my best judgment, the true value of each packing box is one dollar and fifty cents.

Given under my hand at ———, this ——— day of ———, 1823.

C D,

U. S. Inspector of Arms.

RECAPITULATION.

500 muskets and bayonets.
 500 screw drivers.
 500 wipers.
 50 ball screws.
 50 spring vices.
 500 spare flint caps.
 25 packing boxes.

The above certificates will be marked by the inspector, "original," "duplicate," "triplicate." Two of them will be forwarded by the contractor, with his accounts, to the Ordnance Department, the third he will retain for his own security.

The inspector will also furnish the contractor with an invoice of the arms inspected and approved, according to the following form, viz:

Invoice of Arms manufactured by A B, of Pittsfield, Ms. and inspected and approved by C D, U. S. Inspector of arms.

NOS.	PACKAGES.	MARKS.	CONTENTS.
1 a 25,	25 boxes,	A. B. 20 muskets, 1823.	500 muskets and bayonets. 500 screw drivers. 500 wipers. 50 ball screws. 50 spring vices. 500 spare flint caps.

C D,

U. S. Inspector of Arms.

Pittsfield, Ms. }
 1823. }

The invoice will be transmitted by the contractor, with the arms, to the person who is authorized to receive them.

